

**INSPECTION PHONE:**

(949) 635-1800 ext. 6102

Inspection office shall be notified at least two (2) work days prior to commencing permitted use. Failure to obtain inspection shall void this permit.

**CITY OF RANCHO SANTA MARGARITA****ENCROACHMENT PERMIT APPLICATION**

Public Works Department

22112 El Paseo

Rancho Santa Margarita, CA 92688

Tract /PM No.

Permit No: EP 16-10

Effective Date: 2/18/16

Expiration Date 4/18/16

Applicant: WILLIAM LYON HOMES

Phone-Day: 949.476.1380

Contact: RICK PUPPER

Phone-Night: 949.922.5576

Description of Work: CROSSING ON PLANO TRABUCO TO CONTINUE CONNECT THE  
FOLLOWING SERVICES: WATER, RECLAIRED WATER & STORM DRAIN.

Location of Work: 21522 PLANO TRABUCO ROAD PER PRECISE GRADING PLAN TR.17805

Estimated Start Date: 2/8/16

Estimated Completion Date: 2/29/16

SHD-1-15

**INDEMNIFICATION**

This Encroachment Permit, if granted, is made on the express condition that the City shall be free from any and all liability resulting from its issuance as provided for in Rancho Santa Margarita Municipal Code Sec. 11.07.040 and the Indemnity and Hold Harmless Agreement attached hereto.

Applicant Signature  (See attached signature requirements)

Name: RICK PUPPER Title: VP Project Manager Date: 2/3/16

**FOR CITY USE ONLY**

Street Improvement?

STORM DRAIN

**FEES DESCRIPTION****FEES AMOUNT**

Sewer/Water Improvement?

DOMESTIC &amp; RECLAMED WATER

Encroachment Permit Fee: \$ 55.00

Other Improvements:

DW APPROACH

Inspection Fee: \$ 1,292.50

Plan Check Fee: \$

**TOTAL DUE:**

\$ 1,347.50

DATE FEES RECEIVED: 2/19/16 CK #004066

REF. GP 15-01

**BOND DESCRIPTION****BOND NO.****AMOUNT**

Faithful Performance: PB03010402599 \$28,863.28

Labor and Materials:

Monumentation: PB03010402597 \$11,500.00

Sewer- Faithful Performance:

Water- Faithful Performance:

IF APPLICABLE, BONDS SHALL BE HELD FOR A PERIOD OF ONE (1) YEAR  
AFTER FINAL INSPECTION FOR WARRANTY PURPOSES. A REQUEST MAY BE MADE TO REDUCE THE WARRANTY BOND FROM THE ORIGINAL BOND AMOUNT, TO BE EVALUATED ON A CASE-BY-CASE BASIS.

Contractor: BOUDREA PIPELINE CORP.

License Number: 791842

Class: C34 C36 A

Contact Person: COLIN WALKER

Telephone Number: (951) 493-6780

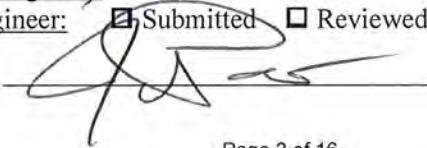
Comments: WORK HOURS ARE RESTRICTED TO BETWEEN 7:00AM TO 3:30PM.  
ALL TRAFFIC CONTROL DEVICES SHALL BE REMOVED FROM VIEW  
BETWEEN THE HOURS OF 3:30PM TO 7:00AM.

**THIS IS YOUR PERMIT WHEN SIGNED BY THE ENGINEERING DIVISION**

Permit and approved plans shall be maintained on job site. Permittee shall comply with regulations on reverse side of permit and attachments. Call Underground Service Alert (USA) at 1-800-422-4133 at least 48 hours prior to excavating. This permit shall be non-transferable. Void if not started in 90 days and continued to completion. ANY WORK DONE WITHOUT PROPER INSPECTION WILL BE SUBJECT TO REJECTION.

Insurance Documents:  Submitted  Approved Construction Plans:  Submitted  Reviewed  N/ATraffic Control by Registered Traffic Engineer:  MUTCD  Submitted  Reviewed  N/AShoring Plans by Registered Civil Engineer:  Submitted  Reviewed  N/A

Public Works Approval:



Date:

2-18-16

## **STANDARD PROVISIONS**

1. Should any damage or injury to City property occur as a result of the exercise of the rights herein granted, Permittee shall immediately, upon the written demand of City, restore such property to the condition of same on the date of the occurrence of said damage or injury at Permittee's sole cost or expense. The question as to whether or not any such damage or injury has been caused to the property shall be determined by the City Engineer or designee and that determination shall be final. In the event repair by City is necessary, Permittee shall pay and/or reimburse the City the full cost of such repairs.
2. The City reserves the right to perform any work upon any portion or all of the area covered by this Permit, or to do any other work necessary at any time. Such work may be performed without incurring any liability of any nature whatsoever to the Permittee. It is further understood and agreed that the City reserves unto itself the rights of ingress over all or any portion of the subject area.
3. Neither this Permit nor any of the rights herein granted shall be assigned without the prior written approval of the City. Permit is void upon expiration date. A new fee will be assessed thereafter.
4. By acceptance of this Permit, Permittee acknowledges and assumes all responsibility for compliance with requirements of other regulatory agencies including but not limited to zoning regulations applicable ordinances and laws of the City, County of Orange, the State of California or others having regulatory control over the use granted herein.
5. All underground work requires "Injury Identification Number" From Underground Service Alert Regional Notification Center (Ref – Government Code, Section 42165 and 4217). Call 1-800-422-4133.
6. A copy of this Permit and approved plans, if applicable, shall be maintained at the site of work and be shown to any authorized representative of the City, or other regulatory governing agency upon request.
7. No work shall be performed within the City right of ways without the full knowledge of City Engineer or designee, who shall be given not less than two work days advance notice of the initiation of permitted use. Failure of Permittee to obtain inspection shall void this permit and necessitate reapplication by Permittee.

Permittee further agrees that all operations within City right of ways are subject to the operations of City and other authorized persons and under the control and to the satisfaction of City Engineer or designee.

8. This Permit may be immediately revoked for reasons determined by the City Engineer or designee including violation of Permit provisions or other applicable rules and regulations, or the creation of a nuisance after notice given by the City Engineer or designee. In the event of such revocation, Permittee shall immediately cease all operations and restore City right of ways as directed by City Engineer or designee.
9. Any construction performed on City property shall be in accordance with Orange County Resources and Development Management Department's Standard Plans and established criterion and as modified by the City Engineer. Any deviation must be specifically detailed and highlighted on plans in a manner meeting the approval of the City Engineer or designee.
10. No uses other than that as stated on this Permit shall be exercised. Public right of way shall not be used for administrative operations or storage of equipment, materials, supplies, etc. All administrative and storage areas shall have the written approval of the property owner. This Permit shall include any attached Special Provisions.
11. Permittee agrees that if any tank, pipe, conduit, duct, tunnel or other installation of any nature or kind placed in the public right of way for which the Permit is issued which shall at any time in the future interfere with the use, repair, improvement, widening or change of grade of the highway, the Permittee, within ten (10) days after the receipt of a written notice from the City to do so, shall at its own sole expense either relocate or remove such installations, subject to the approval of the City Engineer.
12. Permittee agrees to comply with all City's NPDES requirements (Chapter 5.10 - Water Quality Control Municipal Code). If de-watering operation within the public right of way is necessary, proper measures must be taken to prevent the transport of debris into the storm drain system. Permittee agrees to include a direct discharge into the catch basin via a hose or other method which bypasses the street surface. If this method is not feasible, placement of proper BMPs preventing any debris collected from the street surface and entering into the catch basin will be required.
13. No permit shall be approved for encroachment onto any property owned by the City for any purpose whatsoever unless the applicant provides proof of insurance coverage for bodily injury and property damage in a form and in an amount acceptable to the City Manager. In fixing the form and amount of such insurance requirement, the City Manager shall take into consideration the nature and extent of the proposed encroachment. The City Manager may waive the requirements of this section if he/she determines that the proposed encroachment will not constitute any significant possibility of City liability (Municipal Code Sec. 11.07.270 – Liability Insurance Required). The minimum insurance established pursuant to this section is listed in the Indemnity and Hold Harmless Agreement attached hereto.







## STATEMENT OF INTENT TO COMPLY WITH MINIMUM STORMWATER PERMIT REQUIREMENTS

### Stormwater Program – City of Rancho Santa Margarita Encroachment Permit

Permit Number:

EP 16-10

Date: 2/4/2016

Applicant:

WILLIAM LYON HOMES - DARIUS FATAKIA

Project Address:

21522 PLATO TRABUCO

Property Owner:

WILLIAM LYON HOMES - RICK PUPPER

Contractor:

WILLIAM LYON HOMES

Contractor's Address:

4695 MACARTHUR COURT, 8<sup>th</sup> FL  
NEWPORT BEACH, CA 92660

Phone: 949.476.5224

The National Pollutant discharge Elimination System (NPDES) is an element of the Clean Water Act that applies to the protection of receiving waters. Under NPDES Municipal Separate Storm Sewer Systems (MS4s) permits from the San Diego Regional Water Quality Control Board (RWQCB), certain activities are subject to RWQCB enforcement. To meet the standards of the Orange County MS4 Permit, Order No. R9-2009-002/NPDES No. CAS0108740( MS4 Permit), the City of Rancho Santa Margarita has adopted minimum standards for stormwater runoff from construction activities and utility maintenance projects.

These minimum standards include requirements for erosion control, sediment control, and construction activity control to be implemented at each site. At a minimum, the activity associated with the project identified above shall be conducted in such a manner that:

- Sediments from disturbed soils shall be retained on site to the maximum extent practicable through the use of non-structural and/or structural sediment controls; and
- Erosion of disturbed soil shall be minimized to the maximum extent practicable through the use of soil stabilization materials and procedures; and
- All construction wastes shall be properly disposed of in such a way that no wastes are either directly or indirectly discharged to the storm drain; and
- All concrete trucks will wash out to a contained area to prevent the discharge of concrete truck rinse water from entering the storm drain.

Expected dewatering of vault or underground structure

- Provide proof of active dewatering permit

If de-watering operation within the public right of way is necessary, proper measures must be taken to prevent the transport of debris into the storm drain system. Permittee agrees to include a direct discharge (that does not contain any illegal discharge) into the catch basin via a hose or other method which bypasses the street surface. If this method is not feasible, placement of proper BMPs preventing any debris collected from the street surface and entering into the catch basin will be required.

If Permittee fails to install the necessary BMP's as required by the MS4 Permit the City will install all necessary BMP's and the Permittee will be responsible for reimbursing the City for all costs associated with making the project site comply with the MS4 Permit within 30 days.

I have read and understand the requirements listed above and certify that I will comply with the minimum requirements above.

Signature:

Handwritten signature of Rick Pupper.

Title:

VP PROJECT MANAGER

Print Name:

RICK PUPPER

Date:

2/3/16

#### FOR CITY USE ONLY

Proof of active dewatering permit obtained

Active through \_\_\_\_\_

Date \_\_\_\_\_

**INDEMNITY AND INSURANCE REQUIREMENTS****Indemnity and Hold Harmless Agreement for Encroachment Permits**

**RESPONSIBILITY FOR DAMAGES:** The Applicant agrees to and shall indemnify, defend, and hold the City of Rancho Santa Margarita, its officers, agents, employees, and representatives ("Indemnitees"), harmless from and against any and all loss, damage, liability, claim, demand, suit, cost, and expense whatsoever, including reasonable attorneys' fees, regardless of the merit or outcome of any such claim or suit arising from or in any manner connected with the issuance of the encroachment permit, and/or the installation, construction, maintenance, use, or operation of the work contemplated in the application for the encroachment permit, regardless of whether the Indemnitees reviewed and approved any plans or inspected any work or improvement, including the encroachment, and regardless of whether such maintenance, repair, replacement, or condition was affected or caused by the Indemnitees, except as provided by law.

**INSURANCE:** This permit shall not be effective for any purpose unless and until the Applicant obtains and files with the City of Rancho Santa Margarita, as the grantor of the permit, proof of an insurance policy which shall have commercial general liability limits in the amount of no less than one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate. The insurance required herein shall be provided by an authorized insurance company by the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better, unless such requirements are waived in writing by the City Manager or her designee due to unique circumstances. The City of Rancho Santa Margarita, its officers, agents and employees shall be expressly listed as additional insured under this insurance policy and the policy shall provide coverage for bodily injury and property damage. The Applicant shall be responsible to keep this insurance policy in full force and effect until final completion of the work contemplated in the application for the encroachment permit. The cost of any and all premiums for this insurance policy shall be borne by the Applicant. In the event of claims against the policy, the Applicant shall be responsible for payment of any deductible amounts. A Certificate of Insurance and endorsements shall be provided to the City Engineer and shall verify that the insurance coverage may not be cancelled without thirty (30) days written notice to the City Engineer.

**STATEMENT OF ACCEPTANCE OF THE CONDITIONS FOR ISSUANCE OF THE ENCROACHMENT PERMIT:** I have read and understand each of the conditions set forth for issuance of this Encroachment Permit and on behalf of WILLIAM LYON HOMES, and being duly authorized to do so I accept the encroachment permit subject to these conditions.

Signature:



Title:

VP PROJECT MANAGER

Print Name:

RICK PUPPER

Date:

2/3/16

**William Lyon Homes, Inc.**  
**Southern California Coastal Region**  
 4695 MacArthur Court, 8th Floor  
 Newport Beach, CA 92660  
 (949) 833-3600

CALIFORNIA BANK AND TRUST 16-339/1220  
 Irvine Center Office  
 1900 Main Street, Suite 100  
 Irvine, CA 92614  
 (949) 251-7734

**004066**

DATE February 11, 2016

PAY **\$1,347.50**

DOLLARS \$ 1,347.50

TO THE ORDER OF

**City of Rancho Santa Margarita**



AUTHORIZED SIGNATURE

004066 1220033961 3090168071

MP  
  
 Security features  
 are included.  
 Details on back.

DATE	DESCRIPTION	INVOICE NO.	AMOUNT	DISCOUNT	DEDUCTIONS	NET AMOUNT
02/10/16	Dahila Court (RSM 36) Encroachment Permit Fees for Water, Reclaimed Water and Storm Drain	Dahila	\$1,347.50			

CK#4066 02/11/16 JH

William Lyon Homes, Inc. • Southern California Coastal Region